

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

Kareem Ray Senises		CHAPTER 13
	<u>Debtor(s)</u>	
AMERISAVE MORTGAGE CORPORATION		
	<u>Moving Party</u>	
vs.		NO. 23-00736 HWV
Kareem Ray Senises		
	<u>Debtor(s)</u>	
Jack N Zaharopoulos		11 U.S.C. Section 362
	<u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. On January 3, 2025, AmeriSave Mortgage Corporation ("Secured Creditor") filed a Certification of Default (Docket #70) due to a post-petition default of the Debtor.

2. On January 6, 2025, this Court entered an Order granting relief from stay (Docket #71) as to the property located at 471 North 6th Street, Lebanon, PA 17046 ("Property").

3. On January 14, 2025, Debtor filed a Motion to Reconsider Order Lifting the Automatic Stay (Docket #75).

4. Secured Creditor and Debtor desire to resolve Debtor's Motion to Reconsider in accordance with the terms as set forth below and agree that the entry of this Stipulation shall vacate the Order granting the Motion for Relief at Docket #71.

5. Debtor acknowledges that as of January 31, 2025, the post-petition arrearage on the mortgage held by Secured Creditor on Debtor's residence is **\$14,869.94**. Post-petition funds received after January 31, 2025, will be applied per the terms of this Stipulation as outlined herein. The arrearage is itemized as follows:

Post-Petition Payments:	May 2024 through September 2024 at \$1,089.82 each
	October 2024 through January 2025 at \$1,991.98 each
Installment Payments:	May 2024 through September 2024 at \$363.27 each
	October 2024 at \$363.30
Suspense Balance:	(\$726.73)
<b>Total Post-Petition Arrears:</b>	<b>\$14,869.94</b>

6. Debtor and Secured Creditor have agreed to resolve the pending Motion to Reconsider in the following manner:

a). By **October 1, 2025**, Debtor shall complete a sale of the Property and proceeds from that sale will pay Secured Creditor's claim in full, plus any accrued post-petition fees and costs, subject to a current payoff figure.

b). Beginning with the payment due **February 2025** and continuing thereafter, Debtor shall pay to Secured Creditor the present regular monthly mortgage payment of **\$1,991.98** (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

7. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

8. In the event the sale is not completed or payments under Section 6 above are not tendered pursuant to the terms of this stipulation, Secured Creditor shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Secured Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting Secured Creditor relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

9. If the case is converted to Chapter 7, Secured Creditor shall file a Certification of Default with the court and the court shall enter an order granting Secured Creditor relief from the automatic stay.

10. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

11. The provisions of this stipulation do not constitute a waiver by Secured Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

12. The undersigned seeks court approval of this stipulation.

13. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 31, 2025

/s/ Brent J. Lemon

Brent J. Lemon, Esquire  
Attorney for Movant

Date: February 6, 2025

Leonard Zagurskie, Jr.  
Leonard Zagurskie, Jr.  
Attorney for Debtor

Date: 2/7/2025

For Dan R. Radin, Staff Attorney  
Jack N Zaharopoulos  
Chapter 13 Trustee